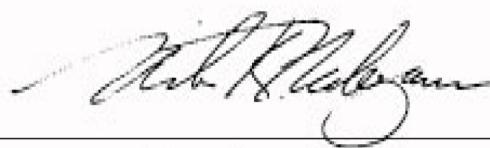


1  
2  
3



Honorable Mike K. Nakagawa  
United States Bankruptcy Judge



4  
Entered on Docket  
February 04, 2013

---

5  
6 TIFFANY & BOSCO, P.A.  
7 Gregory L. Wilde, Esq.  
Nevada Bar No. 004417  
8 212 South Jones Boulevard  
Las Vegas, Nevada 89107  
Telephone: 702 258-8200  
9 Fax: 702 258-8787  
nvhk@tblaw.com  
10  
11 Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP, FKA  
Countrywide Home Loans Servicing, LP  
12-77341  
13

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA**

14 In Re:  
15 Javier Aguilar and Cristina Aguilar  
16 Debtors.

BK-S-12-19637-mkn  
Chapter 13

**ORDER APPROVING THE STIPULATION CLARIFYING PLAN TREATMENT OF  
PROPERTY LOCATED AT 4153 ZAVALA ST. , LAS VEGAS, NV 89103**

17  
18 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Stipulation  
19 Clarifying Plan Treatment of Property Located at 4153 Zavala St. , Las Vegas, NV 89103,  
20 between secured creditor and debtors for collateral valuation, a copy of which is attached hereto  
21 as **Exhibit “1”**, is hereby entered as an Order of the Court.

22 IT IS SO ORDERED.

23  
24 #####

## EXHIBIT "1"

**TIFFANY & BOSCO, P.A**

Gregory L. Wilde, Esq.  
 Nevada Bar No. 004417  
 212 South Jones Boulevard  
 Las Vegas, Nevada 89107  
 Telephone: 702 258-8200  
 Fax: 702 258-8787  
[nvbk@tblaw.com](mailto:nvbk@tblaw.com)

Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP, FKA Countrywide Home Loans Servicing, LP  
 12-77341

**UNITED STATES BANKRUPTCY COURT****DISTRICT OF NEVADA**

In Re:	BK Case No.: 12-19637-mkn
Javier Aguilar and Cristina Aguilar	Date: December 13, 2012 Time: 3:15pm
	Chapter 13
Debtors.	

**STIPULATION CLARIFYING PLAN TREATMENT OF PROPERTY LOCATED AT  
 4153 ZAVALA ST. , LAS VEGAS, NV 89103**

THIS MATTER HAVING been negotiated in good faith as between the parties, Gregory L. Wilde, Esq. of the Tiffany & Bosco, P.A. attorneys of record for Secured Creditor Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP, FKA Countrywide Home Loans Servicing, LP, having appeared and Javier Aguilar and Cristina Aguilar appearing through Michael J. Harker, Esq., and this Court being fully advised on the premises, and good cause appearing;

IT IS HEREBY STIPULATED AND AGREED that the value of the Subject Property described as follows: **4153 Zavala St., Las Vegas, NV 89103**, shall be adjudicated to be \$117,500.00 for the purposes of bifurcating the claim of Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP, FKA Countrywide Home Loans Servicing, LP.

1 IT IS FURTHER STIPULATED AND AGREED that the Debtors shall maintain regular  
2 amortized monthly payments of \$2,230.82 at 5.25% per annum over 5 years on the total crammed down  
3 value of \$117,500.00. Prior to confirmation of a Chapter 13 Plan, Debtors shall make adequate  
4 protection payments to Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing,  
5 LP, FKA Countrywide Home Loans Servicing, LP in the amount of \$2,230.82 per month beginning  
6 January 1, 2013.

7 IT IS FURTHER STIPULATED AND AGREED that in addition to the monthly mortgage  
8 payment, the Debtor shall maintain an escrow account with Bank of America, N.A., Successor by  
9 Merger to BAC Home Loans Servicing, LP, FKA Countrywide Home Loans Servicing, LP for the  
10 insurance and property taxes on the Property. The current monthly escrow payment is \$246.63, which  
11 may change as escrow needs are reanalyzed over the remaining life of the loan.

12 IT IS FURTHER STIPULATED AND AGREED that the Debtors shall timely perform all of the  
13 obligations under Secured Creditor's loan documents and Chapter 13 Plan as they come due, including  
14 but not limited to the payment of real estate taxes, maintaining insurance coverage, Chapter 13 Plan  
15 payments.

16 IT IS FURTHER STIPULATED AND AGREED that in the event the Debtors fail to timely  
17 perform any of the obligations set forth in this Order and Debtors' Chapter 13 Plan, Secured Creditor  
18 shall notify Debtors and Debtors' counsel of the default in writing. Debtors shall have fifteen (15)  
19 calendar days from the date of the receipt of the written notification to cure the default and to provide  
20 proof to Secured Creditor's counsel of the cure of the default.

21 IT IS FURTHER STIPULATED AND AGREED that if the Debtors fail to timely cure the  
22 default, Secured Creditor shall be entitled to lodge a Declaration of Default and an Order Terminating  
23 the Automatic Stay. The Order shall be entered without further hearing. The automatic stay shall be

1 immediately terminated and extinguished for all purposes as to Secured Creditor and Secured Creditor  
2 may proceed with foreclosure of the subject property, pursuant to applicable state law, and without  
3 further Court Order of proceeding being necessary, proceed with post-foreclosure remedies, including  
4 unlawful detainer, if required. Upon disposition of collateral, Secured Creditor will amend or delete its  
5 Proof of Claim within sixty (60) days of completion of the foreclosure or the claim shall be deemed  
6 withdrawn, and provide Trustee notice of the same.  
7

8 IT IS FURTHER STIPULATED AND AGREED that Secured Creditor's lien shall not be paid in  
9 full pursuant to the cramdown, and the lien shall not be released, unless Debtors complete the 60-month  
10 Chapter 13 Plan and receives a discharge. Once the Debtors receive the discharge, the debt shall be paid  
11 in full and Secured Creditor shall release the lien accordingly. In the event the Debtors do not receive a  
12 discharge, the case is converted to a Chapter 7 or 11, the bankruptcy case is dismissed, or Secured  
13 Creditor obtains relief from the automatic stay, the amounts owed shall be owed pursuant to Secured  
14 Creditor's original loan documents. In the event of the sale or transfer of the Property during the  
15 pendency of the bankruptcy, the cramdown shall be moot and the loan shall be paid in full pursuant to  
16 Secured Creditor's original loan documents unless notice and approval is received from the Court  
17 otherwise.  
18

19 IT IS FURTHER STIPULATED AND AGREED that the terms of this Stipulation are only  
20 binding during the pendency of the instant Chapter 13 Bankruptcy Case, and upon the Debtors'  
21 successful completion of the same. In the event case converts to a Chapter 7 or 11 proceeding or is  
22 dismissed, then the terms of the Stipulation will be null and void.  
23

24 IT IS FURTHER STIPULATED AND AGREED the Debtors shall amend the Chapter 13 Plan  
25  
26 ///

1 within sixty (60) days to incorporate the terms of this Stipulation.  
2  
3 Submitted by:  
4 ~~TIFFANY & BOSCO, P.A.~~  
5  
6 By ~~TIFFANY & BOSCO, P.A.~~  
7 GREGORY L. WILDE, ESQ.  
8 Attorneys for Secured Creditor  
9 212 South Jones Blvd.  
10 Las Vegas, NV 89107

11 APPROVED AS TO FORM & CONTENT:

12 Michael J. Harker, Esq.

Kathleen A. Leavitt

13 By /s/ Michael J. Harker, Esq.

14 Michael J. Harker, Esq.  
15 Attorney for Debtor  
16 5550 Painted Mirgage Rd., Ste #255,  
17 Las Vegas, NV 89149

By 

18 Kathleen A. Leavitt  
19 Chapter 13 Trustee  
20 201 Las Vegas Blvd., SO. #200,  
21 Las Vegas, NV 89101

22  
23  
24  
25  
26